07 - 122

MEMORANDUM OF UNDERSTANDING

AMONG

THE MINISTER OF DEFENSE

OF THE FRENCH REPUBLIC,

THE FEDERAL MINISTRY OF DEFENCE

OF THE FEDERAL REPUBLIC OF GERMANY,

THE MINISTER OF DEFENCE

OF THE ITALIAN REPUBLIC,

THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM

OF GREAT BRITAIN AND NORTHERN IRELAND

and

THE DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

for

AERONAUTICAL COOPERATIVE RESEARCH AND TECHNOLOGY PROJECTS

(SHORT TITLE: AIR RTP MOU)

Dated May 7, 2007

TABLE OF CONTENTS

	INTRODUCTION	3
SECTION I	DEFINITIONS AND ABBREVIATIONS	4
SECTION II	OBJECTIVE	8
SECTION III	SCOPE OF WORK	9
SECTION IV	MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)	10
SECTION V	FINANCIAL PROVISIONS	14
SECTION VI	CONTRACTING AND WORK SHARING PROVISIONS	16
SECTION VII	PROJECT EQUIPMENT	18
SECTION VIII	DISCLOSURE AND USE OF PROJECT INFORMATION	21
SECTION IX	CONTROLLED UNCLASSIFIED INFORMATION	27
SECTION X	VISITS TO ESTABLISHMENTS	28
SECTION XI	SECURITY	29
SECTION XII	THIRD PARTY SALES AND TRANSFERS	32
SECTION XIII	LIABILITY AND CLAIMS	34
SECTION XIV	CUSTOMS DUTIES, TAXES AND SIMILAR CHARGES	36
SECTION XV	SETTLEMENT OF DISPUTES	37
SECTION XVI	GENERAL PROVISIONS	38
SECTION XVII	AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION	39
ANNEX A	PROJECT ARRANGEMENT FORMAT	A-1

INTRODUCTION

The Minister of Defense of the French Republic,

the Federal Ministry of Defence of the Federal Republic of Germany,

the Minister of Defence of the Italian Republic,

the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and

the Department of Defense of the United States of America, hereinafter referred to as the "Participants":

- Having a common interest in defense;

- Recognizing the benefits to be obtained from rationalization, standardization and interoperability of military equipment;

- Seeking to make the best use of their respective research and development capacities, avoid duplication of work, collectively explore areas of cooperation to field technologically superior weapon systems for the 2020 period and beyond, and obtain the most efficient and cost-effective results through Cooperative Research and Technology Projects (RTP), within the Air Senior National Representative (ASNR) forum of the Five Power (France, Germany, Italy, United Kingdom and United States) National Armament Directors (NADs);

- Recognizing the cooperative research and development projects conducted under the Four Power Air SNR Cooperative Long Term Technology Projects Memorandum of Understanding, dated June 28, 1988, and desiring to continue that cooperation for future cooperative research and development projects under this Memorandum of Understanding; and

- Taking account of the desire of the Five Power NADs to exercise closer oversight and coordination of Joint Senior National Representative activities;

Have reached the following understandings:

SECTION I

DEFINITIONS AND ABBREVIATIONS

1.1. The Participants have approved the following definitions for terms used in this Memorandum of Understanding (MOU):

Advanced Technology Development	Demonstrates performance improvements, increased sustainment abilities, or cost reduction potential of militarily relevant technologies.
Applied Research	Translates promising Basic Research into solutions for broadly defined military needs, short of major development projects.
Basic Research	Scientific study and experimentation directed toward increasing knowledge and understanding in the fields of physical, engineering, environmental, and life sciences.
Background Information	Information not generated in the performance of a Project.
Classified Information	Information that requires protection in the interests of national security and is so designated by the application of a security classification marking. This information may be in oral, visual, magnetic or documentary form or in the form of equipment or technology.
Contract	Any mutually binding legal relationship that obligates a Contractor to furnish supplies or services for the performance of this MOU or its PAs and obligates one of the Participants to pay for such.
Contracting	The obtaining of supplies or services by Contract. Contracting includes description of supplies and services required, invitation to bid and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the government organization of a Participant that has authority to enter into, administer, or terminate Contracts for the performance of this MOU or its PAs.
Contracting Officer	A person representing a Contracting

	Agency of a Participant who has the authority to enter into, administer, or terminate Contracts.
Contractor	Any entity awarded a Contract under a Project by a Participant's Contracting Agency.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Participant under a support Contract.
Contributing Participants	Those Participants who are signatories to a particular PA to this MOU.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It includes information that has been declassified but remains controlled.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of any Participant.
Financial cost	Project cost met with monetary contributions by the Contributing Participant.
Foreground Information	Information generated in the performance of a Project.
Framework Agreement	The Agreement between the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Minister of Defence of the Italian Republic, the Minister of Defence of the Kingdom of Spain, the Government of the Kingdom of Sweden Represented by the Ministry of Defence and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland Concerning Measures to Facilitate the Restructuring and Operation of the European Defence Industry, Signed in Farnborough on July 27, 2000.
Non-Financial cost	Project costs met with non-monetary contributions by the Contributing Participants.
Participant	A signatory to this MOU represented by

	its military or civilian personnel. Contractors and Contractor Support Personnel will not be representatives of a Participant under this MOU.
Production	Producing a system/subsystem in manufacturing quantities that provides a full operational capability.
Project	Specific collaborative activity to conduct Cooperative Research And Technology Development, as described in a PA to this MOU.
Project Arrangement (PA)	An implementing arrangement under this MOU that specifically details the collaboration on a specific Project.
Project Equipment	Any material, equipment, end item, subsystem, component, special tooling or test equipment jointly acquired or provided for use in a Project.
Project Information	Any information provided to, generated in, or used in a Project, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, source code, software and associated documentation, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyright, patent, or other legal protection.
Prospective Contractor	Any entity that seeks to enter into a Contract to be awarded by a Participant's Contracting Agency and that, in the case of a solicitation involving the release of export-controlled information, is eligible to receive such information.
Third Party	A government other than the government of a Participant and any person or other entity whose government is not the government of a Participant.

1.2. The following abbreviations are used in this MOU:

Air SNR	Air Senior National Representative
EG	Exploratory Group
NSA/DSA	National Security Authority/Designated Security Authority
PA	Project Arrangement
RTP	Research and Technology Projects
SC	Steering Committee
TG	Technical Group
WG	Working Group

SECTION II

OBJECTIVE

2.1. The objective of this MOU is the identification of common research and development needs and the conduct of collaborative projects that may lead to the development of technologically superior and interoperable conventional weapon systems with the potential to improve future, long term national and coalition war fighting capabilities.

2.2. This MOU defines and establishes the general principles that will apply to the initiation, conduct, and management of Projects established by separate PAs entered into by two or more Participants.

2.3. The provisions of this MOU will be incorporated by reference in each PA. Detailed provisions of each PA will be consistent with this MOU, will identify the Contributing Participants and will include, as a minimum, provisions concerning the objectives, scope of work, sharing of tasks, management, financial arrangements, security classification, and other special provisions such as Disclosure and Use of Information, audit and Contracting provisions as required, in accordance with the format attached as Annex A of this MOU.

SECTION III

SCOPE OF WORK

3.1. The scope of work of this MOU encompasses collaboration on Basic Research, Applied Research and Advanced Technology Development.

3.2. Information exchange for the purposes of harmonizing the Participants' respective research and technology development capabilities and requirements, and for developing PAs is permitted under this MOU in accordance with paragraph 8.1.1 hereunder. However, the intent of this MOU is to achieve more than information exchange.

3.3. Full-scale development or Production programs that may evolve from collaboration under one or more PAs to this MOU are outside the scope of this MOU and require conclusion of separate arrangements. Collaboration on prototype demonstrations and Advanced Concept Technology Demonstrations are also outside the scope of this MOU.

SECTION IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1. The activities under this MOU will be directed and administered on behalf of the Participants by a Steering Committee (SC), Working Group (WG), Technical Groups (TGs), and Exploratory Groups (EGs).

4.1.1. The Participants' Air Senior National Representatives (Air SNRs) are the SC representatives for this MOU and are responsible for the implementation and executive-level oversight and direction of this MOU. All SC decisions require unanimity, each Participant having one vote. Decisions affecting individual PAs will be voted only by the representatives of the Contributing Participants.

4.1.2. Subordinate to the SC will be a WG comprised of a national representative from each Participant. The WG will review international cooperative opportunities that could be the basis for Projects, review status of existing Projects, and make regular reports to the SC.

4.1.3. A TG will be established for each PA made up of national representatives from each Contributing Participant. The TG will conduct Project specific activities.

4.1.4. Prior to PA signature and formation of a TG for that Project, preliminary work on a candidate RTP topic will be carried out by an EG made up of national representatives from each interested Participant appointed by its WG member. The EG will become a TG upon establishment of a PA or will disband upon an SC decision to abandon a candidate topic.

4.2. In particular, the SC will:

4.2.1. Oversee and direct the implementation of this MOU and its PAs.

4.2.2. Approve recommendations provided by the WG on international cooperative opportunities as candidate Projects.

4.2.3. Review and forward to the Participants for approval recommended amendments to this MOU, its Annexes and, for the Contributing Participants' representative only, PAs, in

accordance with Section XVII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration).

4.2.4. Employ its best efforts to resolve, in consultation with the export-control authorities of the Participants concerned, any export-control issues raised by the WG in accordance with paragraph 4.3.5., or raised by a Participant's SC representative in accordance with paragraph 4.6.

4.2.5. For Contributing Participants' representatives only:

4.2.5.1. Review and forward PAs to the Contributing Participants for approval.

4.2.5.2. Approve plans to manage and control the transfer of Project Equipment provided by a Participant to support the execution of a Project in accordance with Section VII (Project Equipment).

4.2.5.3. Approve plans for disposal of jointly acquired Project Equipment in accordance with Section VII (Project Equipment).

4.2.5.4. Monitor Third Party Sales and Transfers in accordance with Section XII (Third Party Sales and Transfers) of this MOU.

4.2.5.5. Maintain oversight of the security aspects of the Projects, including reviewing and obtaining through the respective national offices approval from the appropriate Designated Security Authority of Project Security Instructions and Classification Guides prior to the transfer of Classified Information or Controlled Unclassified Information in accordance with Section XI (Security).

4.2.6. Review reports submitted by the WG.

4.2.7. Resolve issues brought forward by the WG.

4.3. The WG will, in particular:

4.3.1. Evaluate international cooperative opportunities in conjunction with national research and development capabilities, needs and requirements to develop candidate Projects, and recommend appropriate candidate topics to the SC for decision to proceed.

4.3.2. Assist the EG in developing PAs, if necessary.

4.3.3. Conduct periodic reviews of the progress of existing Projects.

4.3.4. Provide oversight and monitor progress of EGs and TGs toward Project objectives.

4.3.5. Resolve issues brought forward by the EGs and TGs; all unresolved issues will be referred to the SC.

4.3.6. Regularly report EG/TG progress to the SC.

4.4. The EGs will, in particular:

4.4.1. Analyze candidate RTP topics for their potential as Projects.

4.4.2. Make recommendations to the WG on their conclusions.

4.4.3. For SC approved candidate Projects, develop a work plan to include, at a minimum, Project objective, technical scope, work share, Project schedule and resources, and draft a PA in accordance with Annex A of this MOU.

4.4.4. Refer issues that cannot be resolved within the EG to the WG.

4.5. The TGs will, in particular:

4.5.1. Manage the cost, schedule, performance requirements, technical, security and financial aspects of a Project.

4.5.2. Develop and implement SC-approved plans to manage and control the transfer of Project Equipment provided by a Participant in accordance with Section VII (Project Equipment).

4.5.3. Develop and forward together with the respective national offices to the SC a Project Security Instruction and a Classification Guide for the Project and implement them, in accordance with Section XI (Security).

4.5.4. Maintain a list of Project Background Information, where appropriate.

4.5.5. Report Project status to the WG periodically.

4.5.6. Prepare a final report for the Project, ensuring that recommendations regarding possible follow-on work are clearly listed in the final report.

4.5.7. Monitor export-control arrangements required to implement this MOU and its PAs and, if applicable, refer immediately to the WG any export control issues that could adversely affect the implementation of this MOU and its PAs.

4.5.8. Refer issues that cannot be resolved within the TG to the WG.

4.6. If a Participant finds it necessary to exercise a restriction on the retransfer of export-controlled information as set out in paragraph 8.1.4. of Section VIII (Disclosure and Use of Project Information), it will promptly inform the other Participants. If a restriction is then exercised and an affected Participant objects, that Participant's SC representative will promptly notify the other Participants' SC representatives and they will immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects.

4.7. The WG, EG(s) and TG(s) will meet on a regular basis, rotating the meeting location among the Participants. The chairman for each WG meeting will be the senior official of the Participant hosting the meeting. EG(s) and TG(s) will decide on a chairman to coordinate activity regardless of meeting site, unless a different chairmanship approach is approved by the WG. During WG, EG and TG meetings, all decisions require unanimity, each Participant having one vote.

SECTION V

FINANCIAL PROVISIONS

5.1. This MOU creates no financial or non-financial commitments regarding individual PAs. Detailed descriptions of the financial arrangements for a specific Project, including the total cost of the Project and each Contributing Participant's contribution, will be contained in the PA.

5.2. Each Participant will contribute its equitable share of the full Financial costs and Non-Financial costs of each PA to which it is a Contributing Participant, including overhead costs, administrative costs, and, subject to Section XIII (Liability and Claims), costs of claims. The sharing of tasks under a PA will represent an equitable sharing of the costs of work by Contractors and/or by Contributing Participants to be performed under that PA.

5.3. The responsibilities of the Participants will be subject to the availability of funds for such purposes. A Contributing Participant will promptly notify the other Contributing Participants if available funds are not adequate to fulfill its responsibilities under a PA, and the Contributing Participants will immediately consult on the course of action to be taken with a view toward continuation on a modified basis. In the event that an understanding to continue on a modified basis cannot be reached by the Contributing Participants, the Contributing Participant having reduced or modified its funding will withdraw from the relevant PA, and the provisions of Section XVII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) will apply.

5.4. Each Contributing Participant will perform, or have performed, work specified in each PA within the costs specified in the PA.

5.5. Each Participant will bear the full costs it incurs for performing, managing, and administering its activities under this MOU and each PA to which it is a Contributing Participant, and all such costs will be included as part of each Participant's contribution. These costs include financial and non-financial contributions, as well as any Contract costs.

5.6. The following costs will be borne entirely by the Participant incurring the costs:

5.6.1. Costs associated with any unique national requirements identified by a Participant.

5.6.2. Any costs outside the scope of this MOU.

5.7. Where, under a PA, it is necessary to transfer funds between the Contributing Participants, as defined in the funding schedule of the PA, the TG will be responsible for the financial management of the Project. Financial management of the Project must be consistent with the national accounting and audit requirements of the Contributing Participants. Such an arrangement will be defined in an appropriate financial management document proposed by the TG and subject to the approval of the WG. Each Contributing Participant will fund a Project in accordance with the schedule of financial contributions defined in the PA.

5.8. Each Contributing Participant to a PA will be responsible for internal audits of procurement activity carried out by it, in accordance with its own national practices.

5.9. If under a PA, all the Contributing Participants decide to use an international organization (e.g. the Organization for Joint Armament Cooperation (OCCAR), European Defence Agency (EDA)) to contract for them, the financial provisions and procedures will be determined with the international organization and will be reflected in the PA signed among all the Contributing Participants.

SECTION VI

CONTRACTING AND WORK-SHARING PROVISIONS

6.1. Each Contributing Participant will contract solely on its own behalf to perform its own tasks under a PA, will be solely responsible for its own Contracting, and the other Contributing Participant(s) will not be subject to any liability arising from such Contracts.

6.2. If, under a PA, the Contributing Participants decide to use an international organization (e.g. OCCAR, EDA) to contract for them, the contracting provisions and procedures will be determined with the international organization and will be reflected in the PA signed among all the Contributing Participants.

6.3. For all Contracting activities performed by the Contributing Participants, the TG will, upon request, provide a copy of all statements of work for information prior to the issuance of invitations to bid.

6.4. Each Contributing Participant's Contracting Agency will insert into its prospective Contracts, and require its Contractors to insert in subcontracts, suitable provisions that satisfy the requirements of this MOU, including Section VII (Project Equipment), Section VIII (Disclosure and Use of Project Information), Section IX (Controlled Unclassified Information), Section XI (Security), Section XII (Third Party Sales and Transfers), and Section XVI (General Provisions), including the export control provisions in accordance with this MOU, in particular paragraphs 6.5. and 6.6. below and any corresponding provisions in the PAs.

6.5. Each Participant will legally bind its Contractors to a requirement that the Contractor will not retransfer or otherwise use export-controlled information furnished by another Participant for any purpose other than the purposes authorized under this MOU. The Contractor will also be legally bound not to retransfer the export-controlled information to another Contractor or subcontractor unless that Contractor or subcontractor has been legally bound to limit use of the information to the purposes authorized under this MOU. Export-controlled information furnished by one Participant under this MOU may only be retransferred by another Participant to its Contractors if the legal arrangements required by this paragraph have been established.

6.6. Each Participant will legally bind its Prospective Contractors to a requirement that the Prospective Contractor will not retransfer or otherwise use export-controlled information furnished by another Participant for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this MOU. Prospective Contractors will not be authorized use for any other purpose if they are not awarded a Contract. The Prospective Contractors will also be legally bound not to retransfer the export-controlled information to a prospective subcontractor unless that prospective subcontractor has been legally bound to limit use of the export-controlled information for the purpose of responding to the solicitation. Export-controlled information furnished by one Participant under this MOU may only be retransferred by another Participant to its Prospective Contractors if the legal arrangements required by this paragraph have been established. Upon request by the furnishing Participant, the receiving Participant will identify its Prospective Contractors and prospective subcontractors receiving such export-controlled information.

6.7. In the event a Contributing Participant's Contracting Agency is unable to secure adequate rights to use and disclose Project Information as required by Section VIII (Disclosure and Use of Project Information) of this MOU, or is notified by Contractors or potential Contractors of any restrictions on the disclosure and use of information, the Contracting Officer will notify his TG representative. That Contributing Participant's TG representative will notify the other Contributing Participants' TG representatives of the restriction(s). The Contributing Participants' TG representatives will consult among themselves on an appropriate course of action.

6.8. Each Contributing Participant will promptly advise the other Contributing Participant(s) of any potential cost growth, schedule delay or other performance problems of any of its Contractors. The Contributing Participants' TG representatives will consult among themselves on an appropriate course of action.

6.9. PAs will define the sharing of tasks among the Contributing Participants. No requirement will be imposed on Contractors by any Contributing Participant for work sharing or other industrial or commercial compensation in connection with any PA.

6.10. If Contracts are to be let through a competition, sources from all Contributing Participants to a PA will be allowed to compete on an equal basis for such Contracts.

SECTION VII

PROJECT EQUIPMENT

7.1. For the purpose of carrying out a PA, each Contributing Participant may loan to the other Contributing Participant(s) such Project Equipment identified in a PA as being necessary for the corresponding Project.

7.2. Project Equipment loaned will be used by the receiving Contributing Participant only for the purposes of that PA. Project Equipment will remain the property of the providing Contributing Participant.

7.3. The receiving Contributing Participant will maintain any such Project Equipment in good working order. Unless the providing Contributing Participant has authorized the Project Equipment to be consumed without reimbursement to the providing Contributing Participant, the receiving Contributing Participant will return the Project Equipment to the providing Contributing Participant in as good condition as received, normal wear and tear excepted, or return the Project Equipment and pay the cost to restore it. If the Project Equipment is damaged beyond economical repair, the receiving Contributing Participant will return the Project Equipment to the providing Contributing Participant, unless otherwise specified in writing by the providing Contributing Participant, and pay its replacement value as computed pursuant to the providing Contributing Participant's national laws, regulations and procedures and specified in the PA. If the Project Equipment is lost while in the custody of the receiving Contributing Participant, the receiving Contributing Participant will issue a certificate of loss to the providing Contributing Participant and pay the replacement value as computed pursuant to the providing Contributing Participant's national laws, regulations and procedures and specified in the PA. In no event will such cost exceed that replacement value defined in the PA or in the list developed by the TG.

7.4. A PA will provide specific details of any loan of Project Equipment. Project Equipment identified at the time of PA signature will be detailed in the PA as set out in Annex A of this MOU. Project Equipment that cannot be identified at the time of PA signature will be documented in a list to be developed and maintained by the TG in the format at Annex A of this MOU. Approval for all loans will be in accordance with national laws, regulations and procedures of the providing Contributing Participant.

7.5. The Contributing Participants will make every effort to ensure that Project Equipment is furnished in a serviceable and usable condition according to its intended purpose. The providing Contributing Participant, however, makes no warranty or guarantee of fitness of the Project Equipment for a particular purpose or use, and makes no commitment to alter, improve, or adapt the Project Equipment or any part thereof.

7.6. The providing Contributing Participant will transfer the Project Equipment for the approved loan period, unless extended by its written consent, provided that the duration may not exceed the effective period of the PA. The providing Contributing Participant, at its expense, will deliver the Project Equipment to the receiving Contributing Participant at the location mutually approved. Responsibility for Project Equipment will pass from the providing Contributing Participant to the receiving Contributing Participant at time of receipt. Any further transportation is the responsibility of the receiving Contributing Participant.

7.7. The providing Contributing Participant will furnish the receiving Contributing Participant such information as is necessary to enable the Project Equipment to be used.

7.8. The receiving Contributing Participant will inspect and inventory the Project Equipment upon receipt. Prior to its return, the receiving Contributing Participant will also inspect the Project Equipment unless the Project Equipment is to be consumed.

7.9. Upon expiration or termination of the loan period specified in the PA, taking into account any extension, the receiving Contributing Participant will return Project Equipment at its expense to the providing Contributing Participant at the location mutually approved. Any further transportation is the responsibility of the providing Contributing Participant.

7.10. The receiving Contributing Participant will provide written notice of consumption or expenditure of Project Equipment approved for such consumption or expenditure. In the event the intended consumption or expenditure does not occur, the receiving Contributing Participant will, unless otherwise determined by the providing Contributing Participant, return the Project Equipment to the providing Contributing Participant at the location mutually approved. Any further transportation is the responsibility of the providing Contributing Participant.

7.11. The Contributing Participants will ensure, by all reasonable means, the protection of proprietary rights in Project Equipment, including associated information.

7.12. Any Project Equipment that is jointly acquired on behalf of the Contributing Participants for use under any PA will be disposed of as mutually approved by the Contributing Participants during the applicable Project or when the Project ends as decided by the WG.

7.13. Disposal of jointly acquired Project Equipment may include a transfer of title by the Contributing Participants in such Project Equipment to another Participant, or the sale of such Project Equipment in accordance with Section XII (Third Party Sales and Transfers) of this MOU. The Contributing Participants will share the consideration from jointly acquired Project Equipment transferred or sold in the same ratio as costs are shared under the PA.

SECTION VIII

DISCLOSURE AND USE OF PROJECT INFORMATION

8.1. General

8.1.1. Notwithstanding the provisions of paragraph 8.3, information may be exchanged for information purposes only for harmonizing the Participants' respective research and technology development capabilities and requirements, in accordance with paragraph 3.2, and for developing PAs under this MOU. Such information may not be used for any other purpose by the receiving Participants or transferred to a Third Party without the prior written consent of the providing Participant.

8.1.2. In addition to the following provisions, the Contributing Participants may include additional complementary provisions in a PA that are not inconsistent with this MOU.

8.1.3. The Participants recognize that successful collaboration depends on full and prompt exchange of information necessary to establish and carry out each PA and for the use of its results. The nature and amount of information to be acquired will be in accordance with Section II (Objective), Section III (Scope of Work), Section VI (Contracting and Work Sharing Provisions) and the PAs to this MOU.

8.1.4. Transfer of Project Information will be consistent with the furnishing Participant's applicable export control laws and regulations. Unless otherwise restricted by duly authorized officials of the furnishing Participant at the time of transfer to another Participant, all export-controlled information furnished by that Participant to another Participant may be retransferred to the other Participant's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.5. and 6.6. of Section VI (Contracting Provisions). Export-controlled information may be furnished by Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of one Participant's nation to the Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of another Participant's nation pursuant to this MOU subject to the conditions established in licenses or other approvals issued by the Government of the former Participant in accordance with its applicable export control laws and regulations.

8.1.5. Notwithstanding the provisions of this MOU that relate to the protection of information, notably Section VIII (Disclosure and Use of Project Information), Section IX (Controlled Unclassified Information), Section XI (Security), and Section XII (Third Party Sales and Transfers), the specific export control provisions set out in Section VI (Contracting Provisions) and this Section will not apply to exchanges of information amongst non-U.S. Participants where such exchanges do not include U.S. export-controlled information.

8.1.6. Title to Foreground Information generated by a Participant or its Contractor will remain with that Participant or its Contractors, in accordance with that Participant's national laws and regulations. Title to Background Information will be unaffected by this MOU.

8.1.7. Each Contributing Participant will share the results of a PA equally with all the other Contributing Participants unless a different arrangement is determined in advance and included in the PA.

8.2. Participant Foreground Information

8.2.1. Disclosure: Foreground Information generated in the performance of a Project by a Contributing Participant's military or civilian employees will be disclosed without charge to all Contributing Participants.

8.2.2. Use: Each Contributing Participant may use, without charge, all Participant Foreground Information for Defense Purposes. The Contributing Participant generating such Foreground Information will also retain its rights of use thereto. A sale or other transfer will be subject to the provisions of Section XII (Third Party Sales and Transfers) of this MOU.

8.3. Participant Background Information

8.3.1. Disclosure: Each Contributing Participant, upon request, will disclose to all Contributing Participants any relevant Participant Background Information generated by its military or civilian employees, provided that:

8.3.1.1. Such Background Information is necessary to or useful in the Project, with the Contributing Participant in possession of the information determining whether it is "necessary to" or "useful in" the Project;

8.3.1.2. Such Background Information can be made available without incurring liability to holders of proprietary rights; and

8.3.1.3. Disclosure is consistent with national disclosure policies and regulations of the furnishing Contributing Participant.

8.3.2. Use: Participant Background Information disclosed by one Contributing Participant to the other Contributing Participant(s) may be used without charge by the other Contributing Participant(s) for Project purposes. However, if after consultation with the providing Contributing Participant it is apparent that Background Information is necessary to enable the use of Foreground Information, such Participant Background Information may be used solely for the purpose of using the Foreground Information, unless stipulated otherwise in the PA, and subject to proprietary rights, if any. The providing Contributing Participant will retain all rights with respect to such Background Information.

8.4. Contractor Foreground Information

8.4.1. Disclosure: Foreground Information generated and delivered by Contractors, will be disclosed without charge to all Contributing Participants.

8.4.2. Use:

Each Contributing Participant may use without charge for its Defense Purposes all Contractor Foreground Information generated and delivered by Contractors of the other Contributing Participant(s). Further, the contracting Contributing Participant(s), whose Contractors generate and deliver Contractor Foreground Information, may retain rights of use thereto in accordance with the applicable Contract(s). Any sale or other transfer of Contractor Foreground Information, will be subject to the provisions of Section XII (Third Party Sales and Transfers) of this MOU.

8.5. Contractor Background Information

8.5.1. Disclosure: Any relevant Background Information, including information subject to proprietary rights, generated and delivered by Contractors or sub-contractors

will be made available to the other Contributing Participant(s) provided the following conditions are met:

8.5.1.1. Such Background Information is necessary to or useful in the Project, with the Contributing Participant in possession of the information determining whether it is "necessary to" or "useful in" the Project;

8.5.1.2. Such Background Information may be made available without incurring liability to holders of proprietary rights; and

8.5.1.3. Disclosure is consistent with national disclosure policies and regulations of the furnishing Contributing Participant.

8.5.2. Use: Background Information furnished by one Contributing Participant's contractors and disclosed to the other Contributing Participant(s) may be used without charge by the other Contributing Participant(s) for Project purposes unless stipulated otherwise in the PA, and may be subject to further restrictions by holders of proprietary rights. The furnishing Contributing Participant will, however, retain all its rights with respect to such Project Background Information.

8.6. Alternative Uses of Project Information

8.6.1. The prior written consent of each Contributing Participant will be required for the use of Foreground Information for purposes other than those provided for in this MOU.

8.6.2. Any Background Information provided by one Contributing Participant will be used by the other Contributing Participant(s) only for the purposes detailed in this MOU, unless otherwise consented to in writing by the providing Contributing Participant.

8.7. Proprietary Project Information

8.7.1. All unclassified Project Information subject to proprietary rights will be identified, marked and handled as Controlled Unclassified Information. All classified Project Information subject to proprietary rights will be so identified and marked.

8.7.2. The provisions of the NATO Agreement on the Communication of Technical Information for Defence Purposes,

signed at Brussels on October 19, 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on January 1, 1971, will apply to proprietary Project Information related to this MOU.

8.8. Patents

8.8.1. Each Contributing Participant will include in its Contracts a provision governing the disposition of rights in regard to Project inventions and patent rights relating thereto that either:

8.8.1.1. Provides that the Contributing Participant will hold title to all Project inventions together with the right to make patent application for the same, free of encumbrance from the Contractor; or

8.8.1.2. Provides that the Contractor will hold title (or may elect to retain title) for Project inventions together with the right to make patent applications for the same, while securing for the Contributing Participants a license for the Project inventions, and any patents therefore, on terms in compliance with the provisions of paragraph 8.8.2 below.

8.8.2. In the event that a Contractor holds title (or elects to retain title) for a Project invention, the Contracting Agency will secure for the Contributing Participants non-exclusive, irrevocable, royalty-free licenses under all patents secured for that invention, to practice or have practiced the patented Project invention for Defense Purposes.

8.8.3. The provisions of sub-paragraphs 8.8.4. through 8.8.7. below will apply in regard to patent rights for all Project inventions made by any Contributing Participants' military or civilian employees, including those within Government-owned facilities, and for all Project inventions made by Contractors for which the Contributing Participant holds title or is entitled to acquire title.

8.8.4. Where a Contributing Participant has or can secure the right to file a patent application with regard to a Project invention, that Participant will consult the other Contributing Participant(s) regarding the filing of such patent application. The Contributing Participant having such rights will in other countries, file, cause to be filed, or provide the other Contributing Participant(s) with the opportunity to file on behalf of the Contributing

Participant holding such rights, or its Contractors, as appropriate, patent applications covering any such Project invention. If a Contributing Participant having filed or caused to be filed a patent application decides to stop prosecution of the application, that Participant will notify the other Contributing Participant(s) of that decision and permit the other Contributing Participant(s) to continue the prosecution.

8.8.5. Each Contributing Participant will be furnished with copies of patent applications filed and patents granted with regard to Project inventions.

8.8.6. Each Contributing Participant will grant to the other Contributing Participant(s) a non-exclusive, irrevocable, royalty-free license under its patents for Project inventions, to practice or have practiced the patent Project invention for Defense Purposes.

8.8.7. Patent applications that contain Classified Information, to be filed under this MOU and its PAs, will be protected and safeguarded in accordance with the requirements contained in the NATO Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for which Applications for Patents Have Been Made, signed on September 21, 1960 in Paris, and its Implementing Procedures.

8.8.8. Each Contributing Participant will notify the other Contributing Participant(s) of any patent infringement (or Crown Use in the case of the UK Participant) claims made in its territory arising in the course of work performed under any PA. Insofar as possible, the other Contributing Participant(s) will provide information available to it that may assist in defending the claim. Each Contributing Participant will be responsible for handling all patent infringement claims made in its territory, and will consult with the other Contributing Participant(s) during the handling, and prior to any settlement, of such claims. The Contributing Participants will share the costs of resolving patent infringement claims in the same percentage as they share the full Financial Costs and Non-Financial Costs of the Project. The Contributing Participants will, in accordance with their national laws and practices, give their authorization and consent for all use and manufacture in the course of work performed under the Project of any invention covered by a patent issued by their respective countries.

SECTION IX

CONTROLLED UNCLASSIFIED INFORMATION

9.1. Except as otherwise provided in this MOU, its PAs or as authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to a PA to this MOU will be controlled as follows:

9.1.1. Such information will be used only for the purposes authorized for use of Project Information as specified in Section VIII (Disclosure and Use of Project Information) of this MOU or the corresponding section of the relevant PA.

9.1.2. Access to such information will be limited to personnel whose access is necessary for the permitted use under paragraph 9.1.1. above, and will be subject to the provisions of Section XII (Third Party Sales and Transfers) of this MOU or the corresponding section of the relevant PA.

9.1.3. Each Participant will take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in paragraph 9.1.2. above, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.

9.2. To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked to ensure its "in confidence" nature. The Participants' export-controlled information will be marked in accordance with the applicable Participant's export control markings as documented in the Project Security Instruction (PSI). The Participants will also decide, in advance and in writing, on the markings to be placed on any other types of Controlled Unclassified Information and describe such markings in the PSI.

9.3. Controlled Unclassified Information provided or generated pursuant to a PA to this MOU will be handled in a manner that ensures control as provided for in paragraph 9.1. above.

9.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Participants will ensure the Contractors are legally bound to control such information in accordance with the provisions of this Section.

SECTION X

VISITS TO ESTABLISHMENTS

10.1. Each Participant will permit visits to its establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Participants or by employees of the other Participants' Contractor(s), provided that the visit is authorized by all the Participants involved in the visit and the employees have any necessary and appropriate security clearances and a need-to-know.

10.2. All visiting personnel will be required to comply with security regulations of the Participant hosting the visit. Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MOU and any of its PAs.

10.3. Requests for visits by personnel of one Participant to a facility of the other Participant will be coordinated through official channels, and will conform with the visit procedures of the Participant hosting the visit. Requests for visits will cite this MOU and the appropriate PA. Visits associated with national Classified Information or material between Participants that are Parties to the Framework Agreement will be undertaken in accordance with the provisions of Part 4 of the Framework Agreement.

10.4. Lists of personnel of the Participants required to visit, on a continuing basis, facilities of the other Participants will be submitted in accordance with recurring international visit procedures.

SECTION XI

SECURITY

11.1. All Classified Information or material provided or generated pursuant to this MOU and its PAs will be stored, handled, transmitted, and safeguarded by a Participant in accordance with its national laws and regulations provided such protection is in a manner no less stringent than that provided for NATO classified material as described in NATO Document C-M(2002)49, "Security within the North Atlantic Treaty Organization (NATO)," dated June 17, 2002, and its subsequent supplements and amendments. National Classified Information belonging to and exchanged between the Participants that are Parties to the Framework Agreement will be protected in accordance with Part 4 of the Framework Agreement.

11.2. Classified Information and material will be transferred only through official government-to-government channels or through channels approved by the National Security Authorities/Designated Security Authorities (NSAs/DSAs) of the Participants. Such Classified Information and material will bear the level of classification, denote the country of origin, the conditions of release, and the fact that the information relates to this MOU and the applicable PA.

11.3. Each Participant will take all lawful steps available to it to ensure that Classified Information and material provided or generated pursuant to this MOU and any of its PAs is protected from further disclosure, except as permitted elsewhere in this section, unless the originating Participant(s) consents to such disclosure. Accordingly, each Participant will ensure that:

11.3.1. The recipient will not release the Classified Information and material to any government, national, organization, or other entity of a Third Party without the prior written consent of the originating Participant in accordance with the procedures described in Section XII (Third Party Sales and Transfers) of this MOU or any of its PAs.

11.3.2. The recipient will not use the Classified Information and material for other than the purposes provided for in this MOU and any of its PAs.

11.3.3. The recipient will comply with any distribution and access restrictions on information and material that is provided under this MOU or any of its PAs.

11.4. The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information or material provided or generated pursuant to this MOU and any of its PAs has been lost or disclosed to unauthorized persons. The receiving Participant also will promptly and fully inform the originating Participant, and other Participants as appropriate, of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.

11.5. The TG will prepare a Project Security Instruction (PSI) and a Classification Guide (CG) for the PA. The PSI and the CG will describe the methods by which Project Information and material will be classified, marked, used, transmitted, and safeguarded and will require that markings for all export-controlled Classified Information also include the applicable export control markings identified in the PSI in accordance with paragraph 9.2. of Section IX (Controlled Unclassified Information). The PSI and CG will be developed within three months after signature of the PA. They will be reviewed and forwarded through the respective national offices to the appropriate NSAs/DSAs for approval and will be applicable to all government and Contractor personnel participating in the Project. Each CG will be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate. The PSI and CG will be approved by the appropriate NSAs/DSAs prior to the transfer of any Classified Information or Controlled Unclassified Information.

11.6. The NSA/DSA of a Participant that awards a classified Contract under this MOU will assume responsibility for administering within its territory security measures for the protection of the Classified Information and material, in accordance with its laws and regulations. Prior to the release to a Contractor, Prospective Contractor or subcontractor of any Classified Information and material received under this MOU, the NSAs/DSAs will:

11.6.1. Ensure that such Contractor, Prospective Contractor, or subcontractors and their facilities have the capability to protect the Classified Information and material adequately.

11.6.2. Grant a security clearance to the facilities, if appropriate.

11.6.3. Grant a security clearance for all personnel whose duties require access to Classified Information and material, if appropriate.

11.6.4. Ensure that all persons having access to Classified Information and material are informed of their responsibilities to protect the Classified Information and material in accordance with national security laws and regulations, and the provisions of this MOU.

11.6.5. Carry out periodic security inspections of cleared facilities to ensure that the Classified Information and material is properly protected.

11.6.6. Ensure that access to the Classified Information and material is limited to those persons who have a need-to-know for purposes of the MOU.

11.7. Contractors, Prospective Contractors or subcontractors that are determined by NSAs/DSAs to be under financial, administrative, policy or management control of nationals or entities of a Third Party may participate in a Contract or subcontract requiring access to Classified Information and material provided or generated pursuant to this MOU and any of its PAs only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will not have access to Classified Information and material. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the respective Participant will be consulted for approval prior to permitting such access.

11.8. For any facility where Classified Information or material is to be used, the responsible Participant, Contractor or subcontractor will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the Classified Information or material pertaining to this MOU and any of its PAs. These officials will be responsible for limiting access to Classified Information or material involved in this MOU and any of its PAs to those persons who have been properly approved for access and have a need-to-know.

11.9. Each Participant will ensure that access to the Classified Information and material is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information and material in order to participate in this MOU and any of its PAs.

11.10. Information or material provided or generated pursuant to this MOU and any of its PAs may be classified as high as "Secret". The existence of this MOU is unclassified and the contents are unclassified. The classification of a specific PA and its contents will be stated in the PA.

SECTION XII

THIRD PARTY SALES AND TRANSFERS

12.1. Each Contributing Participant will retain the right to sell, transfer title to, disclose, or transfer possession of Project Foreground Information:

12.1.1. Which is generated solely by either that Contributing Participant or that Contributing Participant's Contractors in the performance of that Contributing Participant's work allocation under Section III (Scope of Work) of a PA to this MOU; and

12.1.2. Which does not include any Project Foreground Information or Project Background Information of the other Contributing Participant(s), and whose generation, test or evaluation has not relied on the use of Project Equipment of the other Contributing Participant(s).

12.2. In the event questions arise as to whether the Project Foreground Information, or any item produced either wholly or in part from the Project Foreground Information, that a Contributing Participant intends to sell, transfer title to, disclose, or transfer possession of, to a Third Party is within the scope of paragraph 12.1. above, the matter will be brought to the immediate attention of the other Contributing Participant(s). The Contributing Participants will resolve the matter prior to any sale or other transfer of such Project Foreground Information, or any item produced wholly or in part from such Project Foreground Information, to a Third Party.

12.3. Except to the extent permitted in paragraph 12.1. above, a Contributing Participant will not sell, transfer title to, disclose, or transfer possession of Project Foreground Information to any Third Party government or entity without the prior written consent of the originating Contributing Participant's government(s). Furthermore, a Contributing Participant will not permit any such sale, disclosure, or transfer, including by the owner, without the prior written consent of the originating Contributing Participant's government(s). Such consent will not be given unless the government of the intended recipient confirms in writing with the Contributing Participant(s) that it will:

12.3.1. Not retransfer, or permit the further retransfer of, any equipment or information provided; and

12.3.2. Use, or permit the use of, the equipment or information provided only for the purposes specified by the Contributing Participant(s).

12.4. A Contributing Participant will not sell, transfer title to, disclose, or transfer possession of Project Equipment or Project Background Information provided by another Contributing Participant to any Third Party, or use, or permit use of, the equipment or information other than as provided in this MOU, without the prior written consent of the Contributing Participant's government(s) that provided such equipment or information. The providing Contributing Participant's government (s) will be solely responsible for authorizing such transfers and, as applicable, specifying the method and conditions for implementing such transfers.

SECTION XIII

LIABILITY AND CLAIMS

13.1. For liability arising out of, or in connection with, activities carried out in the performance of official duty in the execution of this MOU and its PAs, the following provisions will apply:

13.1.1. For the armed forces and its civilian components, claims against any Participant or its personnel will be dealt with in accordance with the terms of Article VIII of the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces (NATO SOFA), dated June 19, 1951.

13.1.2. When NATO SOFA is not applicable, the following provisions will apply:

13.1.2.1. With the exception of claims for loss or damage to Project Equipment under Section VII (Project Equipment) of this MOU, each Participant waives all claims against the other Participants in respect to damage caused to its military or civilian personnel or damage caused to its property by personnel (that do not include Contractors) of another Participant. If, however, such damage results from reckless acts or reckless omissions, wilful misconduct or gross negligence of a Participant's personnel, the costs of any liability will be borne by that Participant alone, in accordance with its national laws and regulations. The concerned Participants, however, will mutually determine if such damage resulted from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's personnel.

13.1.2.2. Claims from third parties for damage of any kind caused by one of the Participants' personnel will be processed by the most appropriate Participant, as determined by the Participants concerned. The cost arising from activities pursuant to a PA will be shared by the contributing Participants in proportion to its respective total Project contribution. Costs incurred outside of a PA, but pursuant to the MOU, will be borne by the responsible Participant(s) in a proportion agreed to by the concerned Participant(s). If, however, such liability results from the reckless acts or reckless omissions, wilful misconduct or gross negligence of a Participant's personnel, the costs of any liability will be borne by that Participant alone,

in accordance with its national laws and regulations. The concerned Participants, however, will mutually determine if such damage resulted from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's personnel.

13.2. Claims arising under or related to any Contract awarded pursuant to Section VI (Contracting and Work Sharing Provisions) of this MOU will be resolved in accordance with the provisions of the Contract.

13.3. The Participants will not indemnify Contractors against third party liability claims.

13.4. In case of damage caused to or by jointly acquired Project Equipment, where the cost of making good such damage is not recoverable from other persons, such cost will be borne by the Contributing Participants in accordance with the cost share of the PA.

SECTION XIV

CUSTOMS DUTIES, TAXES AND SIMILAR CHARGES

14.1. Customs duties, import and export taxes and similar charges will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Participants will endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under each PA.

14.2. Each Participant will use its best efforts to ensure that customs duties, import and export taxes, and similar charges are waived or otherwise administered in a manner favorable to the efficient and economical conduct of the work. If any such duties, taxes, or similar charges are levied, the Participant in whose territory they are levied will bear such costs in addition to its cost share under a PA.

14.3. If in order to comply with European Union (EU) regulations it is necessary to levy duties, then these will be borne by the EU Participant end-recipient, in addition to its cost share under a PA. To this end, parts or components of the equipment coming from outside the EU will proceed to their final destination accompanied by the relevant customs documents enabling settlement of the duties to take place.

SECTION XV

SETTLEMENT OF DISPUTES

Disputes between the Participants arising under or relating to this MOU or its PAs will be resolved only by consultation between the Participants and will not be referred to a national court, an international tribunal, or to any other person or entity for settlement.

SECTION XVI

GENERAL PROVISIONS

16.1. All activities of the Participants under this MOU and its PAs will be carried out in accordance with their respective national laws and regulations, including their respective export-control laws and regulations.

16.2. The requirements of national laws and regulations, including export controls will be established prior to commitments being made. If it becomes apparent to a Contributing Participant that the implementation of such requirements could or will prevent the commitments being met in full, then that Contributing Participant will inform all the other Contributing Participants in advance of the commitments being made with a view to the commitment being reviewed accordingly.

16.3. In the event of a conflict between the provisions of this MOU and any PA, this MOU will take precedence.

SECTION XVII

AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION

17.1. This MOU, which consists of seventeen (17) Sections and one (1) Annex, will enter into effect upon the date of last signature, and will remain in effect for 25 years, unless terminated or extended by written mutual consent of the Participants.

17.2. PAs will enter into effect upon the date of last signature of the PA by the Contributing Participants. All PAs will automatically terminate upon the termination or expiration of this MOU.

17.3. This MOU may be amended by the written approval of all Participants. Any of the PAs under this MOU may be amended by the written approval of all Contributing Participants.

17.4. A Participant's participation in this MOU or any PA may cease upon 90 days written notification of its intent to withdraw to the other Participant(s). A Participant's withdrawal from this MOU constitutes its withdrawal from all PAs in which it is a Contributing Participant. Such notice will be the subject of immediate consultation among the Participants to decide upon the appropriate course of action. In the event of such withdrawal, the following rules apply:

17.4.1. The withdrawing Participant will continue participation, financial or otherwise, up to the effective date of withdrawal.

17.4.2. The remaining Participant(s) will decide whether they will continue to execute this MOU or PA on the basis of the reduced participation or terminate this MOU or PA. If, as the result of withdrawal by Contributing Participant(s), there is only one Contributing Participant remaining, the PA will be considered terminated.

17.4.3. Each Contributing Participant will be responsible for its own costs associated with withdrawal.

17.4.4. All Project Information and associated rights, received under the provisions of this MOU and any of its PAs prior to withdrawal, will be retained by the Participants, subject to the provisions of this MOU.

17.4.5. Each Contributing Participant will make available to the other Contributing Participant(s) its Participant and Contractor Project Foreground Information generated and delivered prior to withdrawal, and which has not been provided to the other Contributing Participant(s) prior to withdrawal.

17.5. The respective rights and responsibilities of the Participants regarding Section VII (Project Equipment), Section VIII (Disclosure and Use of Project Information), Section IX (Controlled Unclassified Information), Section XI (Security), Section XII (Third Party Sales and Transfers), and Section XIII (Liability and Claims) of this MOU will continue to apply notwithstanding withdrawal from, or termination or expiration of, this MOU and any of its PAs.

17.6. This MOU and any of its PAs may be terminated at any time upon the written consent of all relevant Participants. In the event the relevant Participants consent to terminate this MOU or its PAs, the relevant Participants will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

The foregoing represents the understandings of the Minister of Defense of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Minister of Defence of the Italian Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America upon the matters referred to herein.

Signed, in ten originals, five in English and five in French, each version having equal validity.

Air RTP MOU

FOR THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC

Signature

François LUREAU

Name

le Délégué Général pour l'Armement

Title

- 7 MAI 2007

Date

PARIS

Location

Air RTP MOU

FOR THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY

Signature

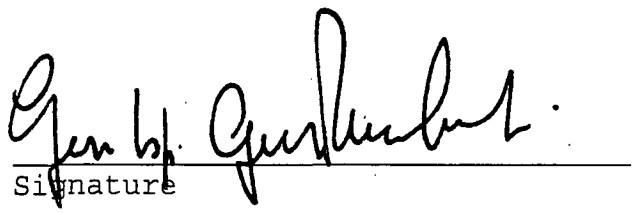
Dr. Jörg Haempf
Name

National Armament Director
Title

15.03.2007
Date

Bonn
Location

FOR THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC



Signature

Gen. Isp. G.A. PERRONE COMPAGNI Ing. Giovanni

Name

ITALIAN AIR-SNR

Title

13 MAR. 2007

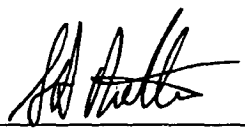
Date

Rome - Italy

Location

Air RTP MOU

FOR THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND



Signature

S D BUTLER

Name

AIR VICE-MARSHAL

Title

12 MARCH 2007

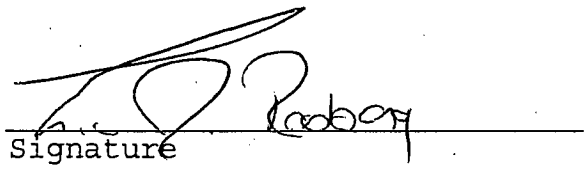
Date

LONDON, UK

Location

Air RTP MOU

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF
AMERICA



Signature

ERIC J. ROSBORG, Maj Gen, USAF
Name

Assistant Deputy Under
Secretary of the Air Force
International Affairs
Title

15 MAR 2007
Date

Washington, DC
Location

ANNEX A
PROJECT ARRANGEMENT FORMAT

PROJECT ARRANGEMENT NO. ****

TO THE

AIR RTP MOU

DATED *****

CONCERNING

[Title of the Project]

AMONG

THE …[List Contributing Participants]

(Short Title: _____ PA *[if desired])*

[PAs are to be developed in a timely manner, to enable adequate time for national staffing, translation and signature]

TABLE OF CONTENTS

Page

INTRODUCTION

SECTION I DEFINITION OF TERMS AND ABBREVIATIONS

SECTION II OBJECTIVES

SECTION III SCOPE OF WORK

SECTION IV SHARING OF TASKS

SECTION V SCHEDULE OF TASKS

SECTION VI MANAGEMENT

SECTION VII FINANCIAL ARRANGEMENTS

SECTION VIII SPECIAL PROVISIONS

SECTION IX LEVEL OF CLASSIFICATION

SECTION X PRINCIPAL ORGANIZATIONS INVOLVED

SECTION XI LOAN OF PROJECT EQUIPMENT

SECTION XII ENTRY INTO EFFECT, DURATION AND TERMINATION

INTRODUCTION

This Project Arrangement (PA) hereby establishes the _____ Project, in accordance with the Memorandum of Understanding among the Minister of Defense of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Minister of Defence of the Italian Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America, for Aeronautical Cooperative Research and Technology Projects, dated ___ *[date of Air RTP MOU entry into effect]*, the provisions of which are hereby incorporated by reference.

The Contributing Participants for this PA are: *[the Minister of Defense of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Minister of Defence of the Italian Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America- List as appropriate the Contributing Participants]*.

SECTION I

DEFINITION OF TERMS AND ABBREVIATIONS

[*Note: Define only those terms used in this PA not already defined in the Air RTP MOU. If there are none, insert "None".*]

SECTION II

OBJECTIVES

2.1. The objectives of this PA are:

2.1.1.

_____.

2.1.2.

_____.

[Include as many objectives as necessary]

SECTION III

SCOPE OF WORK

3.1. The following tasks will be carried out under this PA.

3.1.1.

_____.

3.1.2.

_____.

[Include as many tasks as necessary]

SECTION IV

SHARING OF TASKS

4.1. The sharing of tasks among the Contributing Participants will be as follows:

4.1.1. The French Contributing Participant will

_____.

4.1.2. The German Contributing Participant will

_____.

4.1.3. The Italian Contributing Participant will

_____.

4.1.4. The UK Contributing Participant will

_____.

4.1.5. The U.S. Contributing Participant will

_____.

4.1.6. The Contributing Participants will jointly

_____.

[Complete above as appropriate]

SECTION V

SCHEDULE OF TASKS

5.1. It is planned that the Project will proceed according to the following schedule:

[Task 1	*Start*	*Duration*
Description of Task 1	_____	_____
Task 2	*Start*	*Duration*
Description of Task 2	_____	_____
Task 3	*Start*	*Duration*
Description of Task 3	_____	_____

List tasks. Also include appropriate details, such as phases and milestones depending on the complexity of Project.]

5.2. The Technical Group (TG) must submit a final report to the Working Group (WG) before the expiration date of this PA.

SECTION VI

MANAGEMENT

6.1. TG - Contributing Participants' main representatives:

6.1.1. *French Contributing Participant:*
Title/Position
Organization
Address

6.1.2. *German Contributing Participant:*
Title/Position
Organization
Address

6.1.3. *Italian Contributing Participant:*
Title/Position
Organization

Address

6.1.4. *UK Contributing Participant:*
Title/Position
Organization
Address

6.1.5. *U.S. Contributing Participant:*
Title/Position
Organization
Address

[Complete as appropriate]

6.2. Particular Management Procedures: *[Mention only those additional management responsibilities not covered under Section IV of the Air RTP MOU].*

SECTION VII

FINANCIAL ARRANGEMENTS

Each Contributing Participant task will not cost more than the following:

	Contributing Participant Financial Cost (excluding VAT)	**Contributing Participants Non Financial Cost (including VAT)**	**Total cost**
France			
Germany			
Italy			
UK			
U.S.			

The total cost of work under this PA will not exceed _____ [in each relevant currency]. The exchange rates used to determine the total cost of this PA are: _____. [show exchange rates]

SECTION VIII

SPECIAL PROVISIONS

All activities carried out under this PA will be in accordance with the respective Contributing Participants' own national laws and regulations, including their own export control laws and regulations as well as Section XI (Security) and Section XII (Third Party Sales and Transfers) of the MOU.

[If additional special provisions apply, insert and complete as follows:

In addition to the provisions of Section _____ of the Air RTP MOU, the following special provisions apply to this PA:

List whatever special provisions might apply.]

SECTION IX

LEVEL OF CLASSIFICATION

9.1. *[Select one of the three following possibilities:*

No Classified Information will be exchanged under this PA; or

The highest level of Classified Information exchanged under this PA is "Confidential"; or

The highest level of Classified Information exchanged under this PA is "Secret".]

9.2. The existence of this PA is *unclassified** and the contents are *unclassified**.

[* *Revise where appropriate*]

SECTION X

PRINCIPAL ORGANIZATIONS INVOLVED

[List laboratories, research centers, and other organizations involved, including Contractors as appropriate]

SECTION XI

LOAN OF PROJECT EQUIPMENT

[If there is no loan of Project Equipment, insert "None". If otherwise, choose one of the following three options:]

Option 1 - When details are known at time of PA development:

11.1. In accordance with Section VII (Project Equipment) of the Air RTP MOU, the loan of the following Project Equipment is necessary for executing this PA:

Providing Participant	Receiving Participant	QTY	Description	Part/ Stock	Consumables/ Non-Consumables	Replacement Value	Start Date of Loan	Return Date

[Complete as appropriate]

Option 2 - When details are not known at time of PA development:

11.1. In accordance with Section VII (Project Equipment) of the Air RTP MOU, the loan of the following Project Equipment will be necessary for executing this PA. Project Equipment to be loaned will be documented in a list in the following format.

Providing Participant	Receiving Participant	QTY	Description	Part/ Stock	Consumables/ Non-Consumables	Replacement Value	Start Date of Loan	Return Date

[Complete as appropriate]

The list will be developed and maintained by the TG for approval by the WG after appropriate national approvals have been obtained.

Option 3 - When some details are known at time of PA development, and additional details of future loan are not known:

11.1. In accordance with Section VII (Project Equipment) of the Air RTP MOU, the loan of the following Project Equipment is necessary for executing this PA.

Providing Participant	Receiving Participant	QTY	Description	Part/ Stock	Consumables/ Non-Consumables	Replacement Value	Start Date of Loan	Return Date

[Complete as appropriate]

11.2. In accordance with Section VII (Project Equipment) of the Air RTP MOU, additional Project Equipment will be necessary for

executing this PA. Project Equipment to be loaned will be documented in a list in the following format.

Providing Participant	*Receiving Participant*	*QTY*	*Description*	*Part/ Stock*	*Consumables/ Non-Consumables*	*Replacement Value*	*Start Date of Loan*	*Return Date*

[Complete as appropriate]

The list will be developed and maintained by the TG for approval by the WG after appropriate national approvals have been obtained.

SECTION XII

ENTRY INTO EFFECT, DURATION AND TERMINATION

This ___*[Project Title]* PA will enter into effect upon the date of last signature of the Contributing Participants. It will remain in effect for ___ years, unless terminated in writing by the Contributing Participants. It may be extended by mutual written consent of the Contributing Participants.

Signed, in *[___]* originals, *[___ in English, ___ in French, ___ in German, __ in Italian]* each version having equal validity. *[Adjust above and below, as appropriate, for Contributing Participants]*

FOR THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC

Signature

Name

Title

Date

Location

FOR THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY

Signature

Name

Title

Date

Location

FOR THE MINISTER OF DEFENCE OF THE ITALIAN REPUBLIC

Signature

Name

Title

Date

Location

FOR THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Signature

Name

Title

Date

Location

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

_____

Signature

_____

Name

_____

Title

_____

Date

_____

Location